



**PROFESSIONAL SERVICE AGREEMENT  
For  
Class & Compensation Study**

This Service Agreement (hereinafter "Agreement") is made this effective date by and between **BAE Urban Economics, Inc** (hereinafter "Contractor") located at **2600 10<sup>th</sup> Street, Suite 300, Berkeley, CA 94710** and the City of South Fulton, Georgia (hereinafter "City of South Fulton").

**WITNESSETH:**

**WHEREAS**, Contractor is engaged in the business of providing Economic Development Study; and

**WHEREAS**, City of South Fulton has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

**WHEREAS**, Contractor is willing and able to render the Services and wishes to perform the Services for City of South Fulton; and

**WHEREAS**, City of South Fulton wishes to acquire the Services from Contractor;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

**1. Services.**

Contractor hereby agrees to render the Services to City of South Fulton as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the **City's Director of Human Resources, or designee**, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**2. Compensation.**

a. **Fee.** As consideration for the Services, City of South Fulton shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. Manner of Payment. Contractor shall, on a monthly basis, prepare and submit to the City of South Fulton Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by City of South Fulton. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

### **3. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between City of South Fulton and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between City of South Fulton and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of City of South Fulton including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for City of South Fulton.

### **4. Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until **December 31, 2019**. Upon expiration of the initial term, the City may exercise its option to renew for an additional 1-year term contingent upon annual appropriations of funds by the City of South Fulton City Council.

### **Termination.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If City of South Fulton fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If City of South Fulton or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

#### **5. Termination of Services and Return of Property.**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of South Fulton all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

#### **6. Standard of Performance and Compliance with Applicable Laws.**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of South Fulton, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and

incorporated herein.

**7. Conflicts of Interest.**

Contractor warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and
- d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

**8. Proprietary Information; Non-Solicitation.**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to City of South Fulton including, but not limited to, information concerning City of South Fulton, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

**9. Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of South Fulton, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by Contractor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

**10. Assignment.**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of City of South Fulton. Any attempted assignment by Contractor without the prior express written approval of City of South Fulton may, at City of South Fulton's sole option, result in the termination of this Agreement without any notice to Contractor of such termination.



**11. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to City of South Fulton:**

Odie Donald, II, City Manager  
5440 Fulton Industrial Blvd  
30350  
Atlanta, Georgia, 30336

**With copies to:**

City Attorney  
South Fulton, Georgia

**If to Contractor:**

**Matt Kowta**  
**BAE Urban Economics**  
**2300 10<sup>th</sup> Street, Suite 300**  
**Berkeley, CA 94710**

**With copies to:**

**12. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

**13. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**14. Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of South Fulton of the claim and the intent to initiate a civil action.

**15. Severability**

If any provision of this Agreement is held to be unenforceable for any reason, the

unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**16. Entire Agreement.**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

**17. Heading**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

**18. Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Contract Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

**19. Copyright, Trademark and Patient Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless City of South Fulton against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this

agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

**20. Counterparts.**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**FOR CONSULTANT (BAE Urban Economics, Inc.):**

By (print name): Matt Kowta

Signature: *Matt Kowta* Date: <sup>MK</sup> 4/16/2019

Title: Principal

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_,

Notary Public

My Commission Expires:

03/15/2022

*see California  
Notary  
wording*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Yolo

Subscribed and sworn to (or affirmed) before me on this 16 day  
of April, 2019, by Matthew

Kowta, proved to me on the basis  
of satisfactory evidence to be the person(s) who appeared before me.

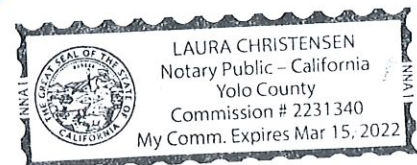
Signature *Laura Christensen* (Seal)

**FOR CITY OF SOUTH FULTON COUNTY:**

*[Signature]*  
Odie Donald, City Manager

Date: 4/23/19

*[Signature]*  
Emilia C. Walker, City Attorney



*[Signature]*  
Odie Donald, City Clerk





## **EXHIBITS**

<b>EXHIBIT A</b>	<b>Scope of Work &amp; Contractor Proposal</b>
<b>EXHIBIT B</b>	Fee Schedule
<b>EXHIBIT C</b>	Certification of Contractor - Georgia Security and Immigration Compliance Act
<b>EXHIBIT D</b>	Certification of Sponsor Drug-Free Workplace
<b>EXHIBIT E</b>	Affidavit Verifying Status for City Public Benefit Application
<b>EXHIBIT F</b>	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
<b>EXHIBIT G</b>	Insurance Requirements
<b>EXHIBIT H</b>	Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

## **EXHIBIT A: CONTRACTOR PROPOSAL**

## II. Part 2: Project Plan

### Understanding of Project

BAE understands that the City of South Fulton would like the Economic Development Strategic Plan to serve as a “road map” for the City’s economic development program from 2020-2030. The Plan will put forth a set of strategies and goals that will help expand and diversify employment opportunities and encourage entrepreneurship and new business formation while, at the same time, providing for a high quality of life for residents.

BAE also understands that it is important that there is ample opportunity for community engagement in the planning process for the Economic Development Strategic Plan. In addition to baseline demographic, economic and real estate data collected to capture a starting point for the Plan, we understand that the City would like to see engagement, involvement, and input into the Plan from key businesses, community leaders, stakeholders, economic development partners (at all levels) and residents.

Finally, BAE understands that the Economic Development Strategic Plan should be comprehensive in addressing challenges and seizing opportunities. It should include an action plan for the ten-year period from 2020-2030, with short-term (1-3 years), medium-term (3-5 years), and long-term (5+ years) objectives, goals, and strategies with specific performance measures for the recommendations.

### Proposed Approach

After thorough review of the RFP and scope of services and goals outlined in it, as well as our experience preparing economic development strategies over the past two decades, BAE proposes an approach to the Economic Development Strategic Plan that emphasizes the following:

- **Evaluation and Analysis of Data.** For this portion of the assignment, BAE will review existing data and analysis and update key data as appropriate. BAE team members have extensive experience evaluating and analyzing demographic and economic data from the U.S. Census, the Bureau of Labor Statistics, state and regional data sources, and Esri, a third-party data vendor. Real estate market data from CoStar Group, Inc. will contribute to an understanding of existing conditions. The compiled data will aid in forming the basis for an Economic Development Strategic Plan tailored to South Fulton’s strengths.

- **Strong and Interactive Public Engagement.** BAE will develop and implement a well-conceived outreach strategy tailored to meet the specific needs of the Economic Development Strategy. This effort will provide opportunities to educate, inform, and engage stakeholders, business leaders, economic development partners, and residents. The culmination of this will be a Community SWOT Analysis session.
- **Strategies Grounded in Feasible Solutions.** As stressed in the RFP, strategies are to be implementable, fundable, and unique to the community. BAE believes in creating strategies with practical implementation capability. BAE, with both private and public sector economic development experience, has direct experience implementing long-term economic development projects in jurisdictions. Our technical expertise is industry-leading, and we understand that the key to successful implementation is the ability to engage the City of South Fulton's development community, business leadership, and community stakeholders.
- **Cost-Effective Services and Clear Communication.** BAE is dedicated to providing cost-effective services and has built our reputation on high-quality, effective work products. BAE will create clear, concise products and will communicate openly via presentations, website postings and other forms of mass communications.

## Scope of Services/Methodology

After reviewing the scope of work and list of major work elements included in the RFP, BAE proposes the following scope of services for the South Fulton Economic Development Strategic Plan.

### *Task 1: Start-up Meetings*

#### **Task 1.1 Kick-Off Meeting with City Staff**

Prior to meeting with steering committee, representatives of the BAE team will meet with City staff managing the project. The purpose of the meeting is to review and refine the scope of work, deliverables, schedule, collect data and background information available through the City and request additional information, as appropriate. During this meeting, the consultant team may request a briefing on recent economic development related issues and activities in South Fulton and the surrounding region.

#### **Task 1.2 Tour of Key Areas**

After the meeting with staff, the BAE team representatives will tour South Fulton, especially commercial and industrial areas identified in the meeting with City staff, preferably with a City staff member.

**Task 1.3      Meet with Steering Committee**

The BAE team representatives will meet with the steering committee that has been put together by City staff and review the scope and schedule, including the proposed meetings with the committee and stakeholders. The steering committee will have an opportunity to discuss goals for the study and desired outcomes.

**Task 1.4      Meet with Key Stakeholders**

During the same initial visit to South Fulton, and after the kick-off meeting with City staff, the steering committee meeting and area tour, BAE will meet with a few (up to four), select key stakeholders on a one-on-one basis. These may include elected officials, large business owners, or other community leaders. The purpose of these meetings is to get high level perspective on the local economy and what the Plan should address.

***Task 2:      Demographic, Economic Conditions, and Trends Review and Assessment*****Task 2.1      Prepare a Demographic Profile**

BAE will compile demographic and economic information about South Fulton and the surrounding region in order to document the existing economic development context. Where possible and appropriate, this analysis will leverage existing documents and data, but BAE will also draw from the U.S. Census, Esri (a private demographic data vendor), and other sources as appropriate.

**Task 2.2      Prepare an Economic Conditions and Trends Profile**

BAE will compile detailed data on the local economy, using establishment-level data from the City, the Georgia Departments of Economic Development, Labor, and other sources. This will provide an understanding of the profile of businesses within South Fulton and in the surrounding region. Information regarding future economic opportunities and trends will be drawn from local and regional growth projections published by the U.S. Census Bureau, Georgia state agencies and the Atlanta Regional Commission.

**Task 2.3      Real Estate Market Conditions**

BAE will compile information on local real estate market conditions, including information about commercial and industrial buildings and sites available in South Fulton to support future economic growth. Data collection for this type of information will include a review of data available through CoStar, a private data vendor, as well as interviews (largely by telephone) with knowledgeable local real estate brokers, property managers, developers, and property assessment information, to the extent available.

**Task 2.4      Review Current Economic Development Policies, Incentives, Resources, Tools**

BAE will review all policies, incentives, funding resources and other tools currently in place to attract and retain businesses in South Fulton to assess effectiveness. This will include tools



and resources available from the Georgia Department of Economic Development and other organizations that can be used by South Fulton for economic development.

#### **Task 2.5      Competitive Assessment**

BAE will review the economic development performance of two to three communities in the region that South Fulton identifies as competitors. This will include a comparison of key indicators (i.e., unemployment rates, employment, wages, job growth, etc.) as well as key economic development transactions including attraction of new business and major expansions of existing businesses that have occurred in recent years. This assessment will also consider the tools the competitive communities have to support their economic development programs and how they were used to achieve economic development wins.

#### **Task 2.6      Existing Economic Conditions Assessment**

BAE will compile all of the information collected in Tasks 2.1 through 2.5 and prepare a Draft Existing Economic Conditions Assessment and submit that to the City staff managing the project. This is the first deliverable of the study and will effectively replace the first Interim Progress Report. Findings from this analysis will form part of the basis for the analysis of economic development strengths, weaknesses, opportunities, and threats. Once the draft is reviewed by the City staff and approved, it will become the first portion of the final Economic Development Strategic Plan.

### ***Task 3              Focus Groups and Community SWOT Analysis***

BAE will make a two- to three-day trip to South Fulton to discuss the findings of the Economic Conditions Assessment with City staff, the steering committee, focus groups, and the community at large. BAE will gather input from each meeting for the Economic Development Strategic Plan.

#### **Task 3.1      City Staff/Steering Committee Meeting**

BAE will present the findings of the Economic Conditions Assessment to City staff and the Steering Committee. After the presentation BAE will discuss next steps and finalize plans for the Community SWOT Analysis to be held the next day on the same trip.

#### **Task 3.2      Focus Groups**

BAE will present the Economic Conditions Assessment at up to three focus group sessions with business owners, economic development partners (including State and Chamber representatives) and interested residents. (BAE will extend invitations to these sessions by e-mail to potential attendees identified by the City in advance.) BAE will lead the discussion about the findings and gather input from the focus group on the Economic Development Strategic Plan.

#### **Task 3.3      Community SWOT Analysis**

BAE will lead a Community-wide SWOT Analysis session to identify Strengths, Weaknesses, Opportunities, and Threats. This will be open to the public and announced on the City's website, in Public Service Announcements, and via business and resident association notices per the City's direction. The session will start with a short presentation of the Economic Conditions Assessment and then small group breakout to identify the SWOTs.

**Task 3.4 Interim Progress Report**

BAE will provide an interim progress report summarizing the results of focus groups and Community SWOT Analysis.

***Task 4 Target Industry Sector and Subsector Analysis***

Using information collected in Task 2 above on the industries in South Fulton, supplemented by interviews with business organizations and select business owners, BAE will prepare an industry sector analysis.

**Task 4.1 Identify Target Industry Sectors**

Starting with a review of industry and labor collected in Task 2, BAE will identify which business and employment sectors and subsectors are growing and are a good potential fit given the infrastructure, workforce and business climate in South Fulton. This information will be put into the context of the regional, national and global economies, as appropriate.

**Task 4.2 Identify Business Development Strategies for Targeted Industries**

After identifying the target industry sectors that are the best fit for South Fulton, BAE will research strategies used by other economic development organizations for outreach to businesses in these targeted sectors to be able to market the assets of South Fulton.

***Task 5 Organizational Analysis***

With input from business owners and City staff, BAE will analyze the City of South Fulton's current operations with respect to economic development.

**Task 5.1 Operations Review**

BAE will review and analyze the organizational structure, capabilities of department(s), and the staffing for economic development activities presently in South Fulton.

**Task 5.2 Policies and Procedures Review**

BAE will review and analyze policies, procedures, and regulations and their impact on economic development in the City.

**Task 5.3 Interim Progress Report**

BAE will prepare a second Interim Progress Report summarizing findings of the industry sector analysis and the organizational analysis.

#### **Task 6            *Prepare Draft Economic Development Strategic Plan***

Based on the findings of Tasks 2-5, BAE will formulate a Draft Economic Development Strategic Plan.

##### **Task 6.1            Develop Strategies, Goals and Recommendations**

From the economic conditions assessment, interviews, focus groups, Community SWOT Analysis, Target Industry Sector and Organizational Analyses, BAE will develop strategies, goals and recommendations for the Draft Economic Development Strategic Plan in the following areas:

- Encouraging business retention
- Attracting new businesses
- Facilitating expansion of existing businesses
- Marketing practices and tools
- Developing a South Fulton “brand”
- Appropriate staffing for economic development
- Revising policies and procedures to encourage economic development
- Encouraging new business formation and entrepreneurship
- Improving existing and developing new tools and programs to encourage business development
- Identification of areas in city in need of investment and revitalization and appropriate strategies to improve them
- Identification of potential locations for City Hall Complex and Law Enforcement/Judicial Complex, if appropriate
- Incentives and tools to foster economic development
- Other areas, as appropriate

##### **Task 6.2            Development Implementation Plan**

BAE will develop an implementation plan for specific actions associated with recommendations in the areas listed in Task 6.1. This plan will include short-term (1-3 years), medium-term (3-5 years), and long-term (5+ years) objectives, goals and strategies with performance metrics and measures to gauge success. It will also include budget estimates for components of the plan.

##### **Task 6.3            Presentation of Draft Strategic Economic Development Plan**

BAE will present the Draft Economic Development Strategic Plan to City Staff and the Steering Committee. BAE will respond to questions and receive feedback. BAE will revise the draft strategy after the meeting based on direction from the City staff.

***Task 7 Prepare Final Economic Development Strategic Plan***

After receiving one set of comments and edits from City staff, BAE will prepare the Final Economic Development Strategic Plan and submit it the City.

***Task 8 Presentation of Economic Development Strategic Plan***

BAE will present the Economic Development Strategic Plan at a public meeting before the South Fulton City Council and answer questions from Council members and the public on the Plan.

## **Public Involvement Plan**

As outlined in the Scope of Services/Methodology above, BAE would incorporate a considerable amount of public involvement in the South Economic Development Strategic Plan. This would include:

- Participation in three or more Steering Committee meetings. The Steering Committee will be selected by the City and will include business owners, community leaders, residents and other stakeholders.
- Leading three focus groups sessions. The focus groups will be made up business owners, City residents, economic development partners and other stakeholders.
- Leading the Community SWOT Analysis session. The SWOT Analysis session is to occur within the first half of the planning process and will be open to the general public. BAE will send invitations out to the session to business groups, resident associations and their members, non-profit organizations and others. The session will also be announced on the City's website and in Public Service Announcements. Participation will be strongly encouraged.
- A public meeting before the South Fulton City Council. BAE will present the final Economic Development Strategic Plan at a regular City Council meeting. The public is invited and can make comments.
- Other meetings and venues as appropriate. BAE staff will make a total of four trips to South Fulton during the planning process and would be open to participating in more sessions that would provide opportunity for further public participation in the planning process.

## Timeline

The scope of services described above will be completed per the schedule below. The starting point will be the notice to proceed from the City.

Project Timeline	Complete By
Task 1 Start-Up Meetings	Week 2
Task 2 Demographic/Economic Conditions Assessment Deliverable – Economic Conditions Assessment	Week 10
Task 3 Focus Groups/Community SWOT Analysis Deliverable – Interim Progress Report	Week 12
Task 4 Target Industry Sector Analysis	Week 14
Task 5 Organizational Analysis Deliverable – Interim Progress Report	Week 15
Task 6 Draft Economic Development Strategic Plan Deliverable – Draft Plan	Week 17
Task 7 Final Economic Development Strategic Plan Deliverable – Final Plan	Week 22
Task 8 Presentation -Economic Development Strategic Plan Deliverable – Presentation (PowerPoint)	Week 25



## DESCRIPTION OF REQUIREMENTS

### **Purpose**

The City of South Fulton is soliciting proposals from interested, experienced and qualified firms to prepare a citywide Economic Development Strategic Plan (EDSP). The EDSP will provide a framework to increase the city's tax base by enhancing the business climate, encouraging entrepreneurship and creating high-paying quality jobs. The city's ultimate goal is to sustain and expand its economic base in order to provide for a high quality of life, greater employment opportunities and diversified funding citizen services.

The plan will set out a key set of strategies, with short and long-term action items, that build upon the city's current economic asset base, identify how to overcome its challenges, facilitate the growth and expansion of appropriate industry and business sectors, and promote business retention and expansion.

The strategies developed should address both the needs and impediments for existing large and small business, as well as, integrating the perspectives of nonprofits, business, educators, funders, and others.

### **Scope of Work**

The City of South Fulton is pursuing the development of a customized, comprehensive strategic plan for the community's economic development for the period 2020 – 2030. The project is intended to determine the best and most reasonable strategies, initiatives, methodologies and techniques.

**Community Engagement** - The plan development process should engage and encourage the involvement of community leaders, key stakeholders, economic development partners, and interested citizens. Focus group interviews with citizens, key business leaders and stakeholders will be conducted.

The selected firm will also provide, in public meetings, presentations to key City staff and/or the South Fulton City Council.

**Stakeholder Analysis** - Conduct a stakeholder analysis through focus groups, surveys and interviews to determine current participation opportunities in South Fulton's economic development activities and identify future needs of stake holders based on distinct regional/industry profiles.

**SWOT Analysis** - An in-depth Community SWOT Analysis will be performed to help identify the Strengths, Weaknesses, Opportunities, and Threats related to economic development.

**Community and Regional Assessment** - As part of the plan development process, the selected firm will complete a demographic analysis, current market profile, and identify development challenges currently existing in the City.

This qualitative and quantitative assessment shall include key demographic, socioeconomic, labor and workforce, educational and employment development, and financial trends and forecasts. South Fulton's national and regional competitive outlook and standing should be assessed and the impact the aforementioned trends and forecasts on South Fulton's future economic composition and competitiveness should be detailed.

**Competitive/Comparison Communities Analysis** - The selected firm will prepare a Competitive/Comparison Communities Analysis that identifies those communities with which South Fulton is most likely to compete for business investment and location. This portion of the program should analyze the relative performance of these communities in terms of critical economic development factors such as demographics, taxation, workforce, and overall business climate. The analysis should result in identification of competitive strengths and weaknesses and assessments of how each can be capitalized upon or addressed.

**Target Industry Analysis** – Develop a Target Industry Study to identify those specific business and employment sectors, both current and emerging, that would most likely be attracted to South Fulton's geographic location, infrastructure, workforce, and overall business and political climate. The Target Industry Study will further identify a specific set of targeted business sectors on which South Fulton should focus its economic development efforts, in light of community goals and vision.

Provide a current industry snapshot for South Fulton and the region. Identify key industries and their market locations that should be targeted. Identify development opportunities and strategies to establish South Fulton as a leading destination for corporate relocations and expansions for target industries identified

**Competitive Advantage** - Based upon the findings of the SWOT Analysis, the Competitive/Comparison Communities Analysis, and the Target Industry Study the consultant will identify South Fulton's existing competitive advantages and how each can be capitalized upon.

**Business Retention and Expansion Efforts & Strategies** - Recruitment and retention analysis shall, at minimum, make recommendations on marketing practices/tools, brand development and programs. The analysis shall also include a review of current incentives and related policies and assumptions with associated recommendations for aligning incentives with the achievement of goals and objectives and increasing competitive position.

**Organizational Analysis** – Selected firm will analyze current operations within the City including but not limited to organizational structure, department capabilities, staffing, etc., as well as evaluate staff recommendations on how to improve the corporation's operations.

Additionally, analyze policies, regulations, and procedures and make recommendations as necessary for revision.

**Business Formation and Entrepreneurism Support** - The selected firm shall also recommend additional business formation and entrepreneurship support opportunities, outlining projected costs and benefits associated with them, along with timelines for potential implementation

**Project Review/Scope Meeting** - The selected firm will also review past and current economic development programs, plans and projects and analyze current clusters in the city and emerging ones to pursue future growth.

**Implementation Plan** – The selected firm will assist in developing an implementation plan that incorporates all elements into an operational economic development program. Recommend

immediate course of action to implement plan and set out first-year strategy by quarter, and a second – 4 year plan implementation strategy. Provide short-term and long-term goals and achievable milestones to facilitate program creation and to coincide with implementation plan. Provide budget estimates and implementation schedule for program.

The compiled research will form the basis for an economic development plan that defines short-term (1 to 3 years), medium-term (3 to 5 years), and long-term (5+ years) objectives, goals, and strategies as well as performance metrics and measures by which to gauge the relative success of each recommendation.

The plan document should identify for each strategy target deadlines for completion, anticipated costs, potential funding sources, the primary organization / agency responsible, and key partners that can assist in carrying out the strategy.

Successful completion of the engagement will culminate in adoption of the plan and plan documents by vote of the South Fulton City Council.

It is anticipated that the engagement would be completed with six months or less of a Notice to Proceed being issued to the selected candidate.

**Additional Responsibilities & Specific Tasks** - The selected firm will further identify issues that need to be addressed in order to ensure South Fulton's competitive advantage in retaining, recruiting, and growing businesses and private sector investment.

A minimum of sixty (60) days prior to the completion of the engagement, the consultant will provide drafts of all plan documents for review and comment.

The consultant will be required to provide one original and ten printed copies of the final plan documents, as adopted, as well as electronic files in formats determined by the City.

### **Major Work Elements**

It is anticipated that the work will include, but not be limited to, the following:

1. Identify and organize a steering committee.
2. Data collection and analysis
3. Identify opportunities to build on existing best-in-class economic development practices and illustrate pros and cons of each.
4. Economic and demographic profile
5. Identification of economic issues affecting retail, commercial and residential investment
6. Analyze current and future economic trends and determine their impact on South Fulton's future economic outlook
7. Identification and development of economic incentives that foster healthy investment and development in all areas of the City
8. Examine all the tools and programs at available in the City and determine whether they are reaching the full potential to support the strategic plan.
9. Prepare a competitive assessment
10. Develop a target industry study
11. Establish a forum to obtain input from local businesses and residents
12. Review of existing regulations to determine their effectiveness in facilitating investment in the City

13. Identification of best location for a City Hall/Town Center Complex.
14. Identification of best location for Law Enforcement/Criminal Justice Complex
15. Identify specific areas in the in City in need of investment and revitalization and provide recommendations of potential investment based on demographics and other key indicators.
16. Submittal of interim progress reports as agreed upon by the City and the Consultant. These reports will include a draft document of the final report at least 60 days prior to completion
17. Presentation of findings and the final Economic Development Strategic Plan document to the following groups: The Mayor and City Council, representatives of the Economic and Development Department and members of the public attending any of the above referenced meetings.

**Timeline & Schedule**

A detailed timeline and written schedule will be prepared by Consultant and approved by the Economic Development Director to establish the schedule for meetings and delivery dates throughout the plan development process.

**Public Hearings**

Upon completion of the Plan, the document will be made available for public review and public hearings will be scheduled and advertised within the legal requirements of the city.

The public hearing(s) will be held prior to the review and adoption by City Council. Any comments at the Public Hearing will be addressed.

**EXHIBIT B FEE SCHEDULE**

**(Contractor's Proposal to be inserted )**



# bae urban economics

Fee Proposal to Provide

## Economic Development Strategic Plan

*For City of South Fulton Department of Economic Development*

November 16, 2018

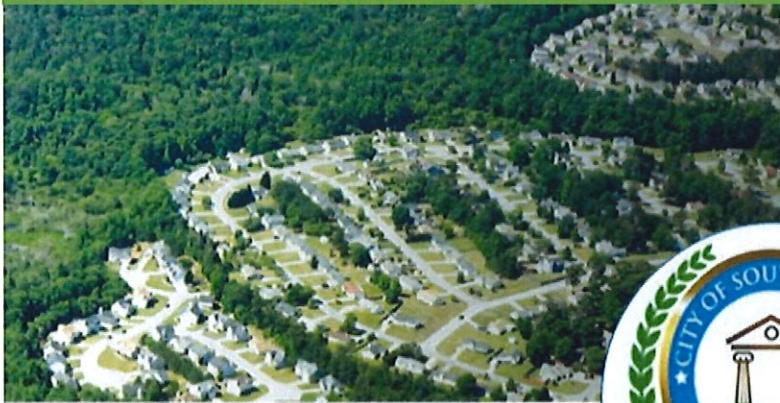


Image sources: City of South Fulton; Google Maps

BAE will complete the proposed scope of work for a fixed-fee budget of **\$68,905** inclusive of data, travel and other expenses Exhibit 1, on the following page, provides a preliminary budget breakdown; however, the BAE team reserves the right to re-allocate budget across tasks as deemed appropriate to best meet project needs. In no event shall the total project cost exceed the contracted fixed fee budget, unless the client requests additional work beyond the agreed-upon scope of work, in which case, BAE and the client will agree on the cost of the additional work on a time-and-materials basis, in accordance with the hourly personnel rates listed on Exhibit 1.

**Exhibit 1: South Fulton ED Strategic Plan Budget**

TASK	Principal Okun-Rudnak		Vice President Burkholder		Associate Sellmansberger		Analyst Ohmit		PROJECT TOTAL	
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1. Start-Up Meetings	20	\$6,000	15	\$3,150	0	\$0	0	\$0	35	\$9,150
2. Demographic/Economic Conditions Assessment	4	\$1,200	10	\$2,100	35	\$4,900	65	\$6,175	114	\$14,375
3. Focus Groups & Community SWOT Analysis	2	\$600	25	\$5,250	0	\$0	0	\$0	27	\$5,850
4. Target Industry Sector Analysis	1	\$300	15	\$3,150	30	\$4,200	20	\$1,900	66	\$9,550
5. Organizational Analysis	1	\$300	10	\$2,100	20	\$2,800	0	\$0	31	\$5,200
8. Draft Economic Development Strategic Plan	8	\$2,400	35	\$7,350	30	\$4,200	0	\$0	73	\$13,950
9. Final Economic Development Strategic Plan	1	\$300	15	\$3,150	0	\$0	0	\$0	16	\$3,450
10. Presentation of Final Plan	1	\$300	8	\$1,680	0	\$0	0	\$0	9	\$1,980
Expenses										
Data										\$2,000
Travel										\$3,200
Other (printing, workshop supplies, etc.)										\$200
<b>TOTAL</b>	<b>38</b>	<b>\$11,400</b>	<b>133</b>	<b>\$27,930</b>	<b>115</b>	<b>\$16,100</b>	<b>85</b>	<b>\$8,075</b>	<b>371</b>	<b>\$68,905</b>
<i>Hourly Billing Rates</i>		\$300		\$210		\$140		\$95		

Note: Travel includes 4 trips for Burkholder in Tasks 1, 3, 8 and 10; 1 for Okun-Rudnak in Task 1



## EXHIBIT C

### CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principle and duly authorized representative of BAE Urban Economics, Inc., ("Contractor"), whose address is 2600 10<sup>th</sup> Street, Suite 300, Berkeley, California 94710.

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008]; or

X \_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2010].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Agreement an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

Date: 4/15/2019

Signature:   
Title: Principal



## EXHIBIT D

### CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of BAE Urban Economics, Inc., ("Contractor"), whose address is 2600 10<sup>th</sup> Street, Suite 300, Berkeley, California 94710, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor's employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with Contractor,

\_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3"; and

- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

BAE Urban Economics



Signature

Name: Matt Kowta

Title: Principal

## EXHIBIT E

### AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of South Fulton, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of South Fulton license/permit and/or contract for Matt Kowta [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

1. X I am a United States citizen

OR

2. \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20.

Signature of Applicant:  Date: 4/16/19

Printed Name: \_\_\_\_\_

\*Alien Registration number for non-citizens: \_\_\_\_\_

**\*\*PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

Subscribed and Sworn Before Me, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 .

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and

Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

---



**EXHIBIT F**  
**Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of South Fulton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number: 316978

\_\_\_\_\_  
Date of Authorization: April 5, 2010

\_\_\_\_\_  
Name of Contractor: BAE Urban Economics, Inc.

\_\_\_\_\_  
Name of Project: Economic Development Strategy

\_\_\_\_\_  
Name of Public Employer: City of South Fulton, GA

I hereby declare under penalty of perjury that the foregoing is true

and correct. Executed on <sup>ink</sup>4/16/19, \_\_\_\_\_ in Davis(city),

\_\_\_\_\_  
California(state).

Signature of Authorized Officer or Agent

\_\_\_\_\_  
*Math Kauter*

Printed Name and Title of Authorized Officer:

Matt Kowta, Principal

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_

see California  
Notary wording  
below

NOTARY PUBLIC

My Commission Expires:

03/15/2022

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

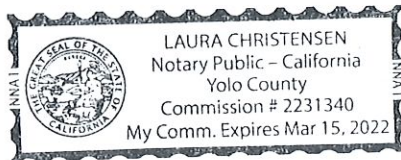
County of yolo

Subscribed and sworn to (or affirmed) before me on this 16 day

of April, 2019, by Matthew

Kowta proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature Laura Christensen (Seal)



## EXHIBIT G INSURANCE REQUIREMENTS

Within 10 days of Notice of Award, and at all times that this Agreement is in force, Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. **Workers' Compensation & Employer's Liability Insurance.** Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. **Commercial General Liability Insurance,** including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. **Automobile Liability Insurance** with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. **Umbrella Insurance** with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions** (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. **Professional (Errors and Omissions) Insurance** for Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim/ \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of

professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:
  - (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
  - (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
  - (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read:

The City of South Fulton  
5440 Fulton Industrial Blvd  
Atlanta, Georgia 30336



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Fidelity Insurance Service a member of United Valley 801 Allston Way Berkeley CA 94710	<b>CONTACT NAME:</b> Aliyyah Harvey <b>PHONE (A/C, No, Ext):</b> (510) 548-8200 <b>FAX (A/C, No):</b> (510) 548-6145 <b>E-MAIL ADDRESS:</b> aharvey@fidelityinsuranceservice.com																					
<b>INSURED</b> Bae Urban Economics, Inc., Dba: Bay 2600 Tenth Street Suite 300 Berkeley CA 94710	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Sentinel Insurance LTD</td><td>11000</td></tr><tr><td>INSURER B:</td><td>Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td>INSURER C:</td><td>Ironshore Specialty Insurance Company</td><td>25445</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Sentinel Insurance LTD	11000	INSURER B:	Hartford Accident and Indemnity Company	22357	INSURER C:	Ironshore Specialty Insurance Company	25445	INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Sentinel Insurance LTD	11000																				
INSURER B:	Hartford Accident and Indemnity Company	22357																				
INSURER C:	Ironshore Specialty Insurance Company	25445																				
INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** CL1941112220**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Employee Dishonesty \$55k	Y		57SBABB3176	12/24/2018	12/24/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			57SBABB3176	12/24/2018	12/24/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			57SBABB3176	12/24/2018	12/24/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		57WBCNT0764	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability-Retro Date 2/24/06 for \$1m limit & 4/24/18 for \$2m			000255109	04/24/2019	04/24/2020	Each Wrongful Act 2,000,000 Aggregate 2,000,000 SIR 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of South Fulton and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers are named additional insured with respect to the insured's operations.  
RE: South Fulton Economic Development Plan

**CERTIFICATE HOLDER****CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

The City of South Fulton  
5440 Fulton Industrial Blvd

Atlanta

GA 30336

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## **EXHIBIT H**

### **NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. **Solicitations for subcontracts, including procurements of materials and equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.